#### CITY OF LINCOLN/LANCASTER COUNTY

# CONTRACT AWARD NOTIFICATION SPECIFICATION NO.04-069 ANNUAL REQUIREMENTS FOR UNIT PRICE CONSTRUCTION CONTRACT FOR MISCELLANEOUS LANDSCAPE INSTALLATION AND MAINTENANCE SERVICES

DATE: May 17, 2004 PURCHASING DIVISION

K-STREET COMPLEX

CONTRACT PERIOD: April 15,2004 to March 31, 2005 440 SOUTH 8<sup>TH</sup> STREET

LINCOLN, NEBRASKA 68508

CONTRACTOR: Aaron Svik (402) 441-7410

3910 S. 16th Company Representative: Aaron Svik

Lincoln NE 68502 **Telephone No.**:402-423-8776

FAX No.:

E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Per Proposal 04-069 and Contract dated 04/19/04

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #70251
Dated:05/10/04

### UNIT PRICE CONSTRUCTION CONTRACT FOR MISCELLANEOUS LANDSCAPE INSTALLATION AND MAINTENANCE SERVICES

THIS CONTRACT, is made and entered into this 19th day of April , 2004 by and between Aaron Svik , hereinafter referred to as "Contractor"; and the City of Lincoln, Nebraska, hereinafter referred to as the "City";

WHEREAS, the City wishes to engage Contractor in accordance with the terms and conditions herein to provide the above referenced construction services; and

WHEREAS, Contractor desires to perform said construction services for the City in accordance with the terms and conditions herein provided; and

WHEREAS, the City has caused to be e prepared, in accordance with law, specifications, plans, and other contract documents for said construction services and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said construction services; and

WHEREAS, the Contractor in response to such advertisement has submitted to the City in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the City in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder(s) for said construction services for the unit prices named in the Contractor's proposal, a copy of which unit price proposal is attached hereto and made a part of the Contract.

NOW, THEREFORE, in consideration of the amounts to be paid to the Contractor said construction services and the other conditions, covenants and agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

#### 1. Rates.

- 1.1 The Contractor agrees to provide the above referenced construction services in accordance with the unit price rates which are set forth in the Contractor's Unit Price Proposal, attached hereto and incorporated herein.
- 1.2 The Contractor further agrees that the rates set forth in the Unit Price Proposal shall remain in effect during the term of this Contract.

#### 2. Term.

2.1 The initial term of this Contract will be for a period of one year from the15th day of April, 2004 through the 31st day of March, 2005, with an option by the City to renew the Contract for two additional one-year terms upon providing sixty days written notice to the Contractor prior to the expiration of the initial term of this Contract.

#### 3. Amount of Work.

- 3.1 No minimum amount of work is guaranteed by the City to any one Contractor by virtue of this Contract.
- In the event that any single project for the above referenced construction services exceeds the sum of Ten Thousand Dollars (\$10,000), it is understood that the City will undertake a separate bid process for such project.

#### 4. Termination.

- 4.1 The City reserves the right to terminate this contract for cause at any time during the term of the Contract upon default for the Contractor in providing the construction services in accordance with the terms and conditions contained herein.
- 4.2 The City shall provide ten (10) days written notice to Contractor to correct any deficiencies prior to termination of the Contract.
- 4.3 The City reserves the right to terminate this contract in the event that the City does note appropriate sufficient funds for the continuation of the contract into the succeeding fiscal year.

#### 5. Standard Specifications General Conditions.

5.1 The City of Lincoln Standard Specifications for Landscape Work, Seeding and Sodding and attached Special Provisions are a part of this Contract, except as specifically amended for a specific project and as dependent upon the nature of the particular construction services to be provided pursuant to this Contract.

#### 6. Non-Discrimination.

- The parties agree that in connection with the carrying out of this project the Contractor shall not discriminate against any employee or application for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 6.2 The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
  - 6.2.1 Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other compensation; and selection for training, including apprenticeship.

#### 7. <u>Drug Free Workplace</u>.

- 7.1 The Contractor agrees that in the performance of this Contract, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Contract.
- 7.2 The City reserves the right to request a copy of the Contractor's drug free workplace policy.
- 7.3 The Contractor further agrees to include a provision similar to this statement in all subcontracts for construction services required pursuant to this Contract.

#### 8. Contract Documents.

8.1 The Contract Documents comprising this Contract shall consist of the following: Instructions and notice to bidders; the acceptance Unit Price Proposal; the contract agreement and all associated schedules and attachments; the standard specifications; general condition and any supplementary conditions thereto; and any addenda issued in connection with a particular project.

#### 9. Independent Contractor.

9.1 The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

#### 10. <u>Insurance</u>.

10.1 The Contractor shall provide insurance in accordance with the City's standard insurance clause to be sued for all City Contracts which is hereby made a part of this Contract.

#### 11. <u>Indemnification.</u>

- 11.1 The Contractor agrees to indemnify and hold harmless and defend the City and any of its officers, agents, servants, and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this Contract.
- 11.2 The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.

#### 12. Applicable Laws and Permits.

- 12.1 The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licenses and permitting requirements at all times.
- 12.2 All permits required by the City for the performance of the work associated herewith shall be secured through the City's Department of Building and Safety and shall be paid for by each department/agency on a project-by-project basis.

#### 13. <u>City's Representatives</u>.

13.1 Departmental/agency representatives identified in attached Schedule B, or their designated representatives shall act as the City' agent responsible for the administration of individual projects undertaken pursuant to this Contract.

#### 14. Contract Bonds.

14.1 Each Unit Price Project executed under the provisions of this Contract shall be bonded separately.

#### 15. Sales and Use Tax.

15.1 The City shall furnish the Contractor with a Nebraska Department of Revenue Form 17, Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, for projects which involve work which are considered by the State of Nebraska as exempt from sales tax.

- 16. Quotations for Individual Unit Price Projects.
  - 16.1 Upon award, quotations for individual projects shall be written on the Unit Price Quotation Form, <u>Attachment 1</u>, showing a breakdown on the contract unit prices for labor.
  - 16.2 All quotations submitted on the Unit Price Quotation Form shall be considered "not to exceed" proposals.
  - 16.3. City reserves the right to request competitive quotes from two or more Unit Price Contractors in the same construction discipline for a "fixed lump sum" price and time completion quote at the discretion of each departmental/agency representative.
    - 16.3.1 The departmental/agency representative shall select the contractor with the most favorable price and/or completion date.
  - 16.4 If an any time there is a change to the project that affects the quotation, a Revised Unit Price Quotation Form shall be submitted by the Contractor and signed by the departmental /agency representative for that project.
    - 16.4.1 Extra work shall not proceed until authorized by the departmental/agency representative.

#### 17. <u>Use of Contractors</u>.

- 17.1 The City, in its sole discretion, shall determine which respective projects will be offered to any of the Unit Price Contractors which the City believe are in their best interests.
- 18. <u>Use of Subcontractors</u>.
  - 18.1 The City recommends, but does not require, the selection of subcontractors from the existing list of Unit Price Contractors.
- 19. Notice to Proceed.
  - 19.1 No work shall be done for the City under the contract unless a written Notice to Proceed has been issued by the appropriate departmental/agency representative.
  - 19.2 Contractor shall commence work as soon as reasonably possible on the date agreed to by the departmental/agency representative.
  - 19.3 Work shall be complete on or before the date set forth in the Notice to Proceed.

#### 20. Invoices.

- 20.1 All invoices for construction services performed pursuant to this Contract shall be submitted to the appropriate departmental/agency representative.
- 20.2 Each project shall be invoiced separately.
- 20.3 The Contractor's invoices shall include the job site location, date of project, and a fully itemized list of rates and quantities as established in the Contractor's Unit Price Proposal.
- 20.4 Invoices shall be submitted for payment within thirty (30) days of the date of project conclusion.

#### 21. Assignment.

- 21.1 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 22. Governing Law.
  - 22.1 This Contract shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

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Dated this	day of _	₩.	dell'	rricti		, 2004

#### City of Lincoln, Nebraska

Oleen Soug
Mayor OF LINCO
City Clerk COUNT Contractor

Aaron Sv	<u>/ik</u>	
	Company Name	
3910 Soi	uth 16 <sup>th</sup> Street	HARON SPIK
	Street Address	By: Mame (Print)
Lincoln.	Nebraska 68502	
City	State Zip Code	Signature
402./423	-8776	
	Telephone Number(s)	Title

## PROPOSAL FOR SPECIFICATION NO. 04-069 UNIT PRICE CONSTRUCTION CONTRACT FOR MISCELLANEOUS LANDSCAPE INSTALLATION AND MAINTENANCE SERVICES

BID OPENING TIME: 12:00 NOON DATE: March 24, 2004

I/We, the undersigned, have read the attached specifications and conditions required for this proposal, hereby propose to furnish landscape installation and/or maintenance services in accordance with these conditions on the following unit price basis.

Prices are to be held for one year.

Company Name HARON DVIK

#### SCHEDULE I - LANDSCAPE INSTALLATION

ITEM I	<u>NO</u> .	ITEM DESCRIPTION	<u>U/M</u>	<u>UNIT PRICE</u>
1.	Turf/V	egetation Removal - Manual Labor	Hourly.	\$ 25
2.		egetation Removal - Chemical App. de cost of chemical)	Hourly	\$ 25
3.	Soil R	emoval	C.Y.	\$ 16 3.0
4.		eplacement de cost of material)	C.Y.	\$ NO B.O
5.	Soil E	nrichment	C.Y.	\$ No BO
6.	Rototil	ling (8" minium depth)	S.F.	\$ 100
7.	Natura	I Edge/Trenching	L.F.	\$ 2 **
8.	Pereni	nial Installation (exclude cost of plant)		
	8.1	Quart	Each	\$_5
	8.2	(1) Gallon	Each	\$ 10 00
	8.3	(2) Gallon	Each	\$ 12
9.	Shrub	Installation (exclude cost of shrub)		
•	9.1	(1) Gallon	Each	\$_10
	9.2 9.3	(2) Gallon (5) Gallon	Each Each	\$ 12 yr \$ 15 **

10.	Tree Installation (exclude cost of tree)		
	10.1 Deciduous 1 ½" cal.	Each	\$ NI BID
	10.2 Evergreen 4' tall	Each	\$ No Bio
11.	Mulch Application/Spreading (exclude cost of mulch)	S.F.	\$_/ 5
12.	Watering (exclude cost of water)	Hourly	\$ 25 ==
	List equipment type to be used for wa	itering:	
	WATER TANK 30 GAWA	+	
13.	Fertilizing (exclude cost of fertilizer)	S.F.	\$ 5 ===
14.	Seeding (exclude cost of seed)	S.F.	\$ No DO
15.	Plugging (exclude cost of plugs)	S.F.	\$ NU B.D
16.	Sodding (exclude cost of sod)	S.F.	\$ No B.O
17.	Anti-desiccant (exclude cost of anti-desiccant)	S.F.	\$ No BA
SCHE	DULE II - LANDSCAPE MAINTENANCE		
ITEM N	NO. ITEM DESCRIPTION	<u>U/M</u>	<u>UNIT PRICE</u>
1.	Cutting back Grasses/Perennials	Hourly	\$ 25
2.	Pruning Shrubs	Hourly	\$ 25
3.	Pruning Trees	Hourly	\$ 25 00
4.	Pre-Emergent (exclude cost of herbicide)	Hourly	\$ 25
5.	Fertilizer (exclude cost of fertilizer)	Hourly	\$ 25
6.	Post-Emergent (exclude cost of herbicide)	Hourly	\$ 25 ° 25 ° 25 ° 25 ° 25 ° 25 ° 25 ° 25
7.	Pesticide (exclude cost of pesticide)	Hourly	s 25 °
8.	Weeding (manually)	Hourly	\$ 25

Company Name Ani N Suh

9.	Natural Edge/Trenchi	ng	L.F.	\$ 2 ==
10.	Mulch Application/Sp (exclude cost of mulc		S.F.	\$ / 50
11.	Trash Removal from I	andscape	Hourly	\$ 25 <del>=</del>
12.	Watering (exclude co	st of water)	Hourly	\$ 25
13.	Dividing and/or Transp perennials and/or oma grasses		Hourly	\$ No B.s
14.	Transplanting shrubs		Hourly	\$ N.B.O
15.	Anti-desiccant (excludanti-desiccant)	e cost of	S.F.	\$ No BID
SCHE	DULE III - LANDSCAPE	MATERIALS		
ITEM I	NO. ITEM DESCRI	PTION	<u>U/M</u>	<u>UNIT PRICE</u>
1.	Top Soil		C.Y.	\$ No BO
2.	Compost			
	Solid Waste O	the City of Lincoln's peration - contact 402) 441-7043.	C.Y.	\$ No BID
3.	Pre-Emergent (Orname	ental Herbicide):		
	<u>Liquid</u>	(List Product Type)	Per Gallon	\$ No 13,0
	Granular	(List Product Type)	Per Pound	\$ No Bos
4.	Pre-Emergent (Turf):			
·	Liquid	(List Product Type)	Per Gallon	\$ No Bo
	<u>Granular</u>	(List Product Type)	Per Pound	\$ No 12.0

5.	Fertilizer (12% nitroge acid, 8% potash by w			
	<u>Liquid</u>	(List Product Type)	Per Gallon	\$ NO 10
	Granular		Per Pound	\$ No B.s
		(List Product Type)		
6.	Plant Starter (Liquid so analysis of 3-10-3):	olution with an		
	<u>Liquid</u>		Per Gallon	\$ No B.O
		(List Product Type)		
	<u>Granular</u>	(I in Decide I Tomas	Per Pound	\$ No B.D
		(List Product Type)	•	•
7.	Post-Emergent (Ornam Remove grasses from			
	<u>Liquid</u>		Per Gallon	\$ No B.D
		(List Product Type)		\$ No Bio
	<u>Granular</u>	(List Dundred Town)	Per Pound	\$ No B10
		(List Product Type)		
	Remove broadleaf week	ds from omamental grass	es:	
	<u>Liquid</u>		Per Gallon	\$ No B.o
		(List Product Type)		
	<u>Granular</u>	// int Description	Per Pound	\$ No D.D
		(List Product Type)		
8.	Post-Emergent (Turf):			
	<u>Liquid</u>		Per Gallon	\$ No Bin
		(List Product Type)		
	Granular	(I to I Don't out To be	Per Pound	\$ No B.D
		(List Product Type)		
9.	Pesticide (exclude cost	of pesticide):		
	Insecticidal Soar	(List Product Type)	Per Gallon	\$ No 1310
	Contact or equiv	alent (List Product Type)	Per Gallon	\$ No B.0
	Miticide or equiva	. ,	Per Gallon	s No Bo
	•	(List Product Type)		Ŧ <u> </u>

			Compan	y Name Apon Vik
10.	Complete Kill:			
	Round-up or equivalent	(List Product Ty	Per Gallon /pe)	\$_10
11.	Mulch	Cedar	C.Y.	\$ No B.D
		Cottonwood	C.Y.	\$ No BA
		Cypress	C.Y.	\$ No Bis
		Other	C.Y.	\$ NO B.S
These referre		ed by Ans	2 Suh	_, hereinafter
	oration organized and existing und ership doing business as			
	da: Bidder has received Addenda ons in this bid.	Nos.	, and h	as included their
BID SE	CURITY REQUIRED:		Yes <u>X</u> Amo	ount: <u>\$500.00</u>
Special Bidders Proposa	provisions for Commodity Term C are urged to read the Special Pro al.	contracts are inc visions before o	cluded with the sompleting the fo	specification document. ollowing sections of the
Contrac	ct Extension Renewal is an opti	on:	Yes <u>×</u> No	
	PRICE CLAUSE: <u>BIDDER MUST (</u> (a) Bid prices firm for the full control (b) Bid prices subject to annual (c) If (b) is checked, amount of	ontract period l escalation/de	: -escalation;  _	Vies
	NAME: Arnin Sulk TITLE: Und 1005 8770			this Agreement:
	PHONE NO. <u>423-8270</u>	<u> 0-890-</u>	<u>06</u> 31	

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policies (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents ans warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PRO		
MARK OUTSIDE OF BID E		1:
SEALED BID FO	OR SPEC. 04-069	
HARON Suh		
CÓMPANY NAME	Δ	BY (Signature)
3960 S. 16# ST.	April D	Suh
STREET ADDRESS or P.O. BOX		(Print Name)
Livola NR 68502 CITY, STATE ZIP CODE		
CITY, STATE ZIP CODE		(Title)
403-8716 on 890-0631	3/24/04	(
TELEPHONE		(Date)
508-84-9324	Asar.	
EMPLOYER'S FEDERAL I.D. NO. OR SOCIAL SECURITY NUMBER	ESTIMATED DELIVERY receipt of indiv	
Buch Missin		

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS. <u>AFTER TABULATION</u> BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A <u>SELF-ADDRESSED STAMPED ENVELOPE</u> WITH YOUR BIDDING DOCUMENTS.

#### CITY OF LINCOLN, NEBRASKA UNIT PRICE QUOTATION

**MISCELLANEOUS LANDSCAPING SERVICES, 04-069** 

	Date:
TO DEPARTMENT/AGENCY REPRESENTATIVE:	
FROM (CONTRACTOR):	
PROJECT NUMBER:	
PROJECT DESCRIPTION:	

When making a quotation please breakdown the Total Cost into the following categories: Labor, Materials, Equipment, Overhead and Subcontractors Costs. Fill in the following tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

#### TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

#### LABOR COST SCHEDULE-LANDSCAPE INSTALLATION

CONTRACTOR	UNIT	UNIT PRICE	TOTAL \$ AMOUNT
Turf/Vegetation Removal-Manual Labor	Hourly		
Turf/Vegetation Removal-Chemical App. (excl. Chem) Cost)))	Hourly		
Soil Removal	C.Y.		
Soil Replacement (excl. Cost of Material)	C.Y		
Soil Enrichment	C.Y.		
Rototilling (8" minimum depth)	S.F.		
Natural Edge/Trenching	L.F.		
Perennial Installation (excl. Cost of Plant) Quart (1) Gallon	Each		
Shrub Installation (excl. Cost of Shrub) (1) Gallon (2) Gallon	Each		
Tree Installation (excl. Cost of Tree)  Deciduous 1 1/2" cal.  Evergreen 4' tall	Each		
Mulch Application/Spreading (excl. Cost of Mulch)	S.F.		
Watering (excl. Cost of Water)	Hourly		
Fertilizing (excl. Cost of Fertilizer)	S.F.		
Seeding (excl. Cost of Seed)	S.F.		
Plugging (excl. Cost of Plugs)	S.F.		
Sodding (excl. Cost of Sod)	S.F.		
Anti-desiccant (excl. Cost of Anti-desiccant)	S.F.		
TOTAL LABOR			

#### LABOR COST SCHEDULE-LANDSCAPE MAINTENANCE

CONTRACTOR	UNIT	UNIT PRICE	TOTAL \$ AMOUNT
Cutting Back Grasses/Perennials	Hourly		
Pruning Shrubs	Hourly		
Pruning Trees	Hourly		
Pre-Emergent (excl. Cost of Herbicide)	Hourly		
Fertilizer (excl. Cost of Fertilizer)	Hourly		
Post-Emergent (excl. Cost of Herbicide)	Hourly		
Pesticide (excl. Cost of Pesticide)	Hourly		
Weeding (manually)	Hourly		
Natural Edge/Trenching	L.F.		
Mulch Application/Spreading (excl. Cost of Mulch)	S.F.		
Trash Removal from Landscape	Hourly		
Watering (excl. Cost of Water)	Hourly		
Dividing and/or Transplanting Perennials/Grasses	Hourly		
Transplanting Shrubs	Hourly		
Anti-desiccant (excl. Cost of Anti-desiccant)	S.F.		

#### EQUIPMENT AND MATERIAL COSTS

ITEM	UNIT	UNIT PRICE	TOTAL \$ AMOUNT
Top Soil	C.Y.		
Compost	C.Y.		
Pre-Emergent (Ornamental Herbicide) Liquid	Gal.		
Pre-Emergent (Turf) Liquid	Gal.		
Fertilizer (12% nitrogen, 4% phosphoric acid, 8% potash)			
Plant Starter (Liquid Soln. w/ an analysis of 3-10-3) Liquid	Gal.		
Post-Emergent (Ornamental Herbicide)  Liquid	Gal.		
Post-Emergent (Remove broadleaf weeds)  Liquid	Gal.		

**EQUIPMENT AND MATERIAL COSTS (Cont.)** Post-Emergent (Turf) Gal. Liquid \_\_\_\_\_ Lbs. Pesticide Insecticidal Soap\_\_\_\_ Gal. Contact or Equivalent \_\_\_\_\_ Miticide or Equivalent \_\_\_\_\_ Complete Kill Gal. Round-up or Equivalent \_\_\_\_\_ Mulch Cedar Cottonwood C.Y. Cypress Other **TOTAL PRICE (NOT TO** \$ **EXCEED)** Change Order# Accepted: Not Accepted: FIRM: BY: ADDRESS: PHONE: APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_